



REQUEST FOR PROPOSAL (RFP)

Laboratory Information Management System (LIMS)

RFP Number: 17-0417 Contracting Officer: Sandra Rogers, CPPB
Pre-Proposal
Proposal Due Date: December 7, 2016 Conference Date: See Section 1.4
Proposal Due Time: 3:00 PM RFP Issue Date: October 24, 2016

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	See Section 1.16
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	See Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ Phone Number: _____
E-mail Address: _____ Contact Person: _____

Section 1.1: Purpose

Lake County is seeking proposals from experienced Laboratory Information Management Systems (LIMS) vendors for the purpose of replacing existing Aspen LIMS. As a result of this Request for Proposal (RFP) the County expects to receive and evaluate responses, select a single vendor and enter into an agreement for implementation of LIMS, including support, training, and maintenance. This RFP provides a list of required services, general information, instructions for submitting responses and vendor selection procedures.

The selected product shall be supplied and supported by the vendor. The vendor shall be responsible to train County personnel of the capabilities and the proper usage of the program. The Firm shall be responsible for their software tuning, patches, diagnosis, recovery, and version upgrades as needed. The Firm shall work directly with the County on application modifications, diagnosis, recovery, customization, configuration, and how-to questions.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than ten (10) working days before the proposal due date.

Sandra Rogers, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Responsiveness, Capability and Suitability of software
2. Proposed approach and plan to accomplish tasks
3. Support Services and Warranty
4. Proposed costs

5. Proposed personnel
6. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Service.
7. Other relevant criteria.

Section 1.4: Pre-Proposal Conference / Site Visit

Not applicable to this solicitation

Section 1.5: Term of Contract

The software installation period under this contract shall commence upon issuance of purchase order and shall remain in effect until installation, data migration, implementation, initial project management, deployment of security, roles, processed, interfaces, responsibilities, dataflow and reporting and training has been completed. This period shall not exceed ninety (90) days after issuance of purchase order unless such time is extended by mutual agreement of both parties.

By letter, the County will determine in its sole discretion that the System is functional and ready for system acceptance. After system acceptance has been met, maintenance of services shall commence and continue thereafter on an annual basis and may be renewed by mutual written agreement of both parties for additional periods agreed upon by both parties. This shall serve as date upon which annual maintenance commences. Additionally, date of letter shall serve as renewal date.

After the award term, the annual cost for maintenance not otherwise covered by software maintenance or hardware maintenance may only increase annually by no more than five percent (5 %). Services may be performed remotely or on site as mutually agreed.

Section 1.6: Option to Renew

See Section 1.5

Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment,

and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance (Purchases Over \$25,000)

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law

requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work From Date Of Purchase Order

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled "Method of Award". The completion date shall not exceed ninety (90) calendar days after date of purchase order unless there has been a written agreement stating otherwise between the vendor and Lake County.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County

exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.11: Acceptance of Goods or Services (Installation Phase)

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor (Before license is effective)

All deficiencies in work shall be corrected before payment on installation phase is made, and prior to the software license effective date.

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor

is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

A warranty is required for the services and overall solution provided in response to this solicitation by the Contractor. A warranty is also required on hardware provided by the Contractor.

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.12.1: Materials Shall be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

Section 1.13: Delivery and Completion of Solicitation Response**Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of

Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Request For Proposal (RFP)

One (1) original, four (4) complete copies , and (1) electronic version of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The electronic version is preferred as a single PDF file, although a PDF of the proposal items and an Excel version of the Requirement Matrix will be accepted. Any responses received in any other format may be rejected.

The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

C. Proposal Sections:

Proposals shall be organized into the following sections.

Tab 1 - Proposer Profile & Required Information

- A. Statement of Interest & Understanding of Project.
- B. A submitted letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations, Sunbiz report available at www.sunbiz.org, shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RFP, a memorandum of authority signed by an

officer or the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

C. Firm Profile / Firm History

Proposer shall Submit Attachment 4, Firm Profile Form and provide information regarding:

- Years in business
- Changes in ownership
- Number of dedicated LIMS employees and contractors
- Track records for on-time LIMS installation and implementation
- Any contracts canceled for convenience or cause in the previous five (5) years

Tab 2 - Proposed Solution Description(s)

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor.

Respondent shall clearly describe their ability to deliver a state-of-the-art, secure turnkey solution utilizing the Contractor or County Hosted Solution.

- B. Respondent shall clearly state background in implementing comparable systems with other agencies.
- C. Respondent shall clearly state how they shall provide effective and timely implementation and ongoing technical support 8:00 a.m. to 5:00 p.m., EST, Monday through Friday services for a Turnkey Solution.
- D. A project schedule shall be furnished by the proposer showing the personnel engaged in each task, the deliverables, and the significant completion dates. (days after contract start, not specific dates) for the major tasks of the project. Include any anticipated risks, negative or positive, and proposed response strategies.
- E. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 3 – Additional Information (25 page maximum)

The Respondent shall include and reference all supporting information, report, and screen formats that Respondent believes relevant to understanding its software. These could include but are not limited to:

- A. Data conversion – Describe the approach and process the respondent will convert the

database to use in the new system.

- B. Respondent shall clearly state how future upgrades shall keep the County current with evolving technologies.
- C. System inputs and outputs – demonstrate the required inputs and their formats. Also, give a sample of some of the key outputs (reports and screens) that the system can generate. Include standard and custom reports.
- D. Capabilities and description of system logic – discuss the proposed system’s logic and general capabilities.
- E. Ownership rights – describe the rights of purchaser. Topics such as “access to” code, understanding of logic, and format of files shall be addressed.
- F. Access rights and control - Describe system security regarding the rights of software access privileges and control of information by proposed module. Describe security dependencies on Windows Active Directory and/or other operating system or database software.

Tab 4 – The Respondent’s Agreements and Warranty Details

The Respondent shall include all agreements, inclusive of all license and maintenance agreements, that the Respondent proposes to be signed by the County. Agreements shall be specific to the solution proposed, not merely blank or generic forms. The Respondent shall clearly indicate if these agreements or, specifically, what portions of the agreement, are subject to negotiation. These agreements and the flexibility of the Respondent shall be considered during the evaluation of the Proposal.

The Respondent shall include all details on warranty offered on proposed hardware and software. Warranty documents shall be specific to the proposed solution, not a generic form.

For those Respondents proposing the use of a software escrow agreement, the Respondent shall provide a copy of the software escrow agreement or indicate that an agreement shall be provided.

Note: all proposed agreements shall be included on the CD in MS Word format, clearly marked as a separate file, and included under Tab 4.

Tab 5 – Maintenance and Support (4 pages maximum)

- A. The Respondent shall provide a proposal to provide implementation support services. The Respondent shall describe how application maintenance and support shall be provided for the first eight (8) years following Final Project Acceptance including which components of the proposed software solution shall be included in the maintenance and support agreement. The Respondent shall state whether customer-

specific configuration tables and Respondent created interfaces shall be supported in the agreement.

- B. The Respondent shall provide detailed definitions of the terms “upgrade to software” and “update to software.” The Respondent shall state whether either or both of these are included as part of maintenance and support at no charge. The Respondent shall detail how baseline product software releases, which are provided periodically to address technical, functional, regulatory changes, or changes to business practices, will be provided to the County and what documentation updates will be provided to the County with a release.
- C. The Respondent shall provide a complete schedule of how issues and defects shall be prioritized and corrected. The Respondent shall include a ranking scale, definition of what types of problems are included, and how and when the issue shall be resolved. The Respondent shall provide details of the process to be used to address client requests for enhancements or corrections to the software. The Respondent shall state whether these requests are routed to other clients for comments, and if found to be desired by the majority of clients, whether these enhancements are then added to the software as an upgrade at no charge to all clients.
- D. The Respondent shall provide details of support to be provided to the County such as Internet access to a secure web site, help desk support and method of defect corrections to baseline product software. The Respondent shall include specific methods of support (phone, email, web, etc.) and the hours of operation/response time for each and shall state whether a senior technical advisor shall be available 24 / 7 with cellular phone support for the duration of special processes or events.
- E. The Respondent shall describe how user groups are established and what support the Respondent provides to the user group and describes the frequency and location of client forums or seminars.

Tab 6 – Resources and Qualifications of the Respondent’s Personnel (10 page maximum)

- A. The Respondent shall provide information on the proposed Project Manager’s qualifications and experience that shall be assigned to this project.
- B. The Respondent shall provide an organization chart showing the reporting structure and where the proposed project would be assigned within the organization.
- C. The Respondent shall describe its proposed project team including personnel and their qualifications.
- D. The Respondent shall identify the total number of Respondent's technical personnel required to customize/configure (if required) its product, convert the data, test its system on-site at the County, provide training (knowledge transfer) to County staff;

and implement the production system. The Respondent's technical support shall be able to provide proven certification and training on the delivered system.

- E. The Respondent shall provide all database administrator (DBA) services required for the project including, but not limited to, database creation, database definitions, tuning, performance, diagnosis, resolution of problems, and creation of the reporting environment.
- F. The Respondent shall describe the staffing required to maintain and operate the Turnkey Solution.

Tab 7 – Resources to be Provided by the County (2 page maximum)

The Respondent shall list any resources or other items expected to be provided by the County Division (including the County Information Technology Department). All County staffing requirements within the project shall be detailed, including the specific tasks to be performed and estimated amount of required time by staff type.

Tab 8 - Forms

- A. Provide at least three (3) recent and verifiable references of the same or similar magnitude to this solicitation request where the proposed product and services have been used within the past three (3) years. See attachment 3.
- B. Include a completed W-9.
- C. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org.
- D. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- E. The Respondent shall complete the Functional Requirements form in Attachment 1. Although the respondent shall "self rate" the responses, all requirements may be validated during demonstrations prior to final ranking of the Respondent. If functionality cannot be validated, ranking of the Respondent shall be changed.

Tab 9 – Pricing Schedule

Respondents must provide cost information according to the itemized cost format outlined in Attachment 2, Pricing Schedule. Include all software and hardware necessary to provide the functionality required, including but not limited to user license fees (the cost included in Attachment 2, Pricing Schedule, may not reflect the final cost for all licensed users insofar as the ultimate number of users shall not be finalized until Contract negotiation and execution).

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal in Tab 9. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

Tab 10 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 11 - Financial Stability

Upon request, the proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by the County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Section 1.14: Additional Quantity of Items or Units (One Time Purchase)

Although this solicitation and resultant contract states a specific or an estimated number of items or units to be purchased by the County, it is understood and agreed that the County may purchase additional items or units from the vendor; provided that these additional items or units represent the same manufacturer, model or brand, and unit price stipulated within the contract.

Section 1.15: Alternate Offers May be Considered

The County will consider one (1) alternate offer from a vendor which has submitted a primary offer for this solicitation; provided that the vendor of record for both the primary and alternate offer is the same entity, and that the alternate offer provides a different product or level of service that meets or exceeds the contract requirements. In order for the County to consider an alternate offer, the vendor shall provide a complete and separate pricing section using the forms set forth within this solicitation and shall mark "Alternate Offer" on the first page of the alternate pricing section. The County reserves the right to consider and award, based on the County's best interests, any alternate offer based on the method of award prescribed in this solicitation.

Section 1.16: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the

sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.17: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.18: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19: Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the

acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.20: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.21: Hourly Rate

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Section 1.22: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.23: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and

workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.24: Ownership of Documents

All reports, documents, information, presentations, and other materials prepared by the Contractor in connection with this Agreement are Lake County's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by Lake County shall remain the sole property of Lake County, and except for the Contractor's limited possession for the purpose of carry out this Agreement, shall be returned to Lake County at the conclusion of this Agreement. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

Section 1.25: Patents and Royalties

A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

Section 1.26: Presentations/ Post-Discussions After Initial Bid/ Proposal Response

- A. The County, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.
- B. The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.
- C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

Section 1.27: Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.28: Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar or ancillary items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quoted,

or to acquire the items through a separate solicitation.

Section 1.29: Reporting During Process

During the initial term of the contract the Contractor shall deliver all reports to and respond, orally and/or in writing, to all inquiries from the County's Project Manager and/or designated representative. The County's Project Manager and designated representative shall be identified upon award.

The Contractor shall provide periodic progress reports. The specific report schedule will be determined during Contract negotiations and prior to award of final Contract. The progress report shall be made available in an electronic format compatible with Microsoft Word, outlining the following:

- A. The status of all project tasks;
- B. A summary of any meetings and/or training held during the reporting period;
- C. An indication of any delays or anticipated delays in meeting target completion dates;
- D. An explanation of the reasons for any delays or anticipated delays; and
- E. A proposed plan to resolve issues and delays.

Section 1.30: Return of Assets

Except as otherwise provided in the contract, or upon termination of the contract, the Contractor shall return all County-owned assets including, but not limited to, stored data and information.

Section 1.31: Right to Require Performance

A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

Section 1.32: Software

The successful Contractor shall warrant that all licensed software shall perform in all material respects in accordance with the requirements and specifications as stated in this solicitation and

any statement of work that is a deliverable or product of this solicitation on the hardware and third-party software specified by the Contractor. That is, the detailed requirements as stated in this solicitation and Contractor's response shall become part of the awarded Contractor's Contract and shall be warranted as such. The Contractor shall warrant that the content of its proposal accurately reflects the software's capability to satisfy the Scope of Services as included in this solicitation. Furthermore, the warranty shall be valid for a period of twelve (12) months at minimum from Final Project Acceptance.

The Contractor shall also warrant that the software and accompanying documentation do not infringe on the patent, copyright, trademark, or other proprietary rights of any third party and that the Contractor has undisputed title to such software and documentation; that the software is the Contractor's most recent release, and that the software is free from defects in workmanship and material, and is in conformance with all specifications set forth in the Contract, the Contractor's proposal, and the software documentation.

Section 1.33: Software Releases/Upgrades during Warranty & Term of Maintenance Agreement

The County shall be entitled to any and all releases of the software and upgraded versions of the software covered in the Contract that becomes available from the successful Contractor at no charge during the warranty period and through the duration of the maintenance agreement period. The maximum charge for any upgrade after the expiration of the warranty period and the software maintenance agreement period shall not exceed the total difference between the cost of the County's current version and the price at which the Contractor sells or licenses the upgraded software under similar circumstances. If software is customized for the County, the Contractor shall be compensated at an agreed-upon rate.

Section 1.34: Special Notice to Vendors Regarding Federal and/or State Requirements

This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

For any construction contract supported by state funding, the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term “substantially equal qualifications” refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

Section 1.35: Third Party Acquisition of Software

The Contractor shall notify the County in writing should the intellectual property, associated business, or all of its assets be acquired by a third party and agree that the contract's terms and conditions, including any and all license rights and related services, will not be affected by any such acquisition. The Contractor must agree that prior to completion of the acquisition, the Contractor shall obtain, for the County's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the awarded Contract.

Section 1.36: Title to Software

By submitting a proposal, each Contractor represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the awarded Contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

Section 1.37: Training Courses to be Provided

The vendor shall provide an intensive training program to a minimum of three (3) County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

Section 1.38: Training Manuals to be Provided

The vendor shall supply the county with a minimum of three (3) comprehensive training manuals which describe the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

SCOPE OF SERVICES

The Lake County Water Resource Management Laboratory (LC Lab) is an environmental laboratory performing wet chemistry analyses, microbiology analyses and metals analyses. The LC Lab utilizes a sub-contract lab for organics analysis – a LIMS must have the ability to handle exports to and imports from the sub-contract lab. LC Lab is not a utility laboratory. The LC Lab has both internal and external clients. The LC Lab reports data to ADaPT for Solid Waste related data.

The Turnkey Solution shall include the System, static data migration, installation, configuration, system integration and/or interfaces, database administration, technical and end user staff training, implementation, and technical support for a minimum 8:00 a.m. To 5:00 p.m., Eastern Time, Monday through Friday. Installation, configuration, system integration and/or interfaces and training shall be set up consecutively and coordinated with the County's Project Manager.

General Requirements – these specifications identify the minimum criteria required for a Laboratory Information Management System (LIMS). A LIMS shall provide the LC Lab with information management tools to allow for efficient laboratory operations, be able to produce timely and accurate analytical data and reports and provide approved data to all required parties.

1. General Requirements:

Data entry, access and retrieval shall be provided, at a minimum, for the following:

- A. Manual data entry by user
- B. Direct data acquisition from laboratory instruments (ICP, discrete analyzers, balances, TOC analyzer, etc.)
- C. Data shall be able to be stored, processed, manipulated and archived
- D. Import and export capabilities to and from sub-contractor lab
- E. Data retrieval and reporting

LIMS functions shall include, at a minimum, the following:

- A. System and database management
- B. Sample management and tracking
- C. Sample log in from remote location (with internet connectivity provided by Lake County)
- D. Workload management
- E. Sample analysis and data acquisition from lab instruments, field tablet
- F. Data validation and limit checking (permit and method)
- G. Quality control
- H. Statistical analysis and graphing
- I. Data import / export capability
- J. Ad hoc querying
- K. Reporting

2. System Design / Configuration

- A. The LIMS shall be installed on the Lake County network.

- B. Vendor shall specify the server requirements based on the short term and long term needs of the Laboratory.
- C. Must be hosted with SQL Server 2008, 2012 or 2014. The database system shall be ODBC compliant.
- D. Must work with Windows 8 or above operating system. Computers used will not be dedicated to the LIMS; they will have other programs operating on them.
- E. The LIMS shall have a per user license with a minimum of three (3) licenses.
- F. Must support compliance with NELAC.
- G. Must be configurable without the use of custom written programs or scripts.
- H. Shall have the ability to set up authorized users with different levels of permission.
- I. Must have the ability to import and export data.
- J. The LIMS shall provide system management tools to allow for safe, secure management of the LIMS application. These tools shall include application security, data audit trail, database backup/recover, data archival/restoration and interoperability with SQL based applications.
- K. The LIMS shall provide security features to ensure that only authorized individuals enter, view and modify data. Access levels shall be defined to restrict certain system level functions.
- L. The LIMS shall be able to maintain a library of static documents such as SOPs, safety information and project information. Authorized users shall be able to modify and delete this information.
- M. LIMS must be able to export data into the FDEP ADaPT format.
- N. The LIMS shall be able to extract and convert data into an ASCII format for use outside the LIMS application. CSV, XLS or XML are desired export formats.
- O. The LIMS shall be able to import CVS, XLS, XML OR ASCII data files, convert as needed and store the data in the LIMS.
- P. The LIMS must be easy to navigate and contain drop down lists for commonly used fields.

3. Sample Collection / Chain of Custody

- A. Chain of custody document shall be produced by the LIMS for each sample/batch collected.
- B. Chain of custody documents shall be user configurable. They shall include, at a minimum: sample ID, location, sample type, preservations required, tests required, sample date/time/by, comments and sample relinquished and accepted by.
- C. Mobile devices shall allow for immediate sample log in and field data collection before samples arrive at the laboratory.
- D. The LIMS shall allow the attachment of sample related documents (ex. COC form, .pdf or photo).

4. Sample Identification

- A. The LIMS shall automatically assign unique identification to each sample. In the case where a sample is split or subdivided, the LIMS shall assign and associate subsequent identification codes with the original sample. The LIMS shall assign unique ID codes to a sample and each container associated with that sample (different preservatives).

- B. The system shall permit printing sample identification labels with or without bar codes. The standard label format should include room for multiple fields and be user configurable.

5. Sample Receiving

- A. The LIMS shall have the ability to vary the log-in process as dictated by the samples. Shall include logging a single sample or a batch of samples.
- B. The LIMS shall be able to assign templates for requested tests (prep methods, analytical methods, method detection limits, etc.) to a sample type at log in. There shall be the ability to add tests to a sample and to create new projects ad hoc.
- C. The LIMS shall have the ability to perform log-in of new sample types ad-hoc.
- D. The LIMS shall have the ability to capture submission batch characteristics (such as date collected, collected by, etc.) once and automatically assign them to each sample in the submission batch.
- E. The LIMS shall capture, at a minimum, the following receiving data items:
 - 1. Date and time of receipt
 - 2. Sample received by
 - 3. Location of sample
 - 4. Date and time of sample collection
 - 5. Sample collector
 - 6. Sample identification
 - 7. Tests/test group requested
 - 8. Field test results
 - 9. Project Name/Type
 - 10. Comments and/or Custom Fields
- F. The LIMS shall have the ability to indicate the sample has met NELAC requirements for sample acceptance. These items include sample pH, container temperature, etc.
- G. The LIMS shall store information including the tests required, lab sample preparation, sample hold time, and sample storage requirements. Based on sample type and tests required, the LIMS shall associate sample hold times and create a due/expiration date.
- H. Upon receipt of the sample, the LIMS shall associate appropriate preparation procedures and tests required for specific sample types. Users shall be able to add or delete assigned tests.
- I. Authorized users shall be able to modify tests or procedures assigned to logged in samples.

6. Preparation Batches

- A. The LIMS shall have the ability to create prep batches and associate any samples prepared together by the prep method.
- B. The LIMS shall track which analyst performed the prep and the data and time of the prep.
- C. Prep conditions such as reagents used, temperature records, etc. are documented in the LIMS.
- D. The LIMS shall have the ability to associate QC samples to a prep batch.

- E. The LIMS shall have the ability to assign unique batch ID numbers to each prep batch.

7. Testing/Analysis

- A. Users shall be able to create a work list of samples requiring testing. The work list shall include information such as sample priority, hold time, due date.
- B. Each test shall be uniquely identified by the LIMS.
- C. The LIMS shall have the ability to create test groups with multiple components (ex. Cu, Fe, Pb).
- D. Sample status shall automatically process and change as work is performed on a sample. The LIMS shall allow sample status nomenclature to be added to the system (ex. Reviewed, verified, reported).
- E. The LIMS shall have the ability to flag samples approaching hold time or due date and those that have exceeded the hold time or due date.
- F. The LIMS shall allow the configuration of batches or projects via the use of templates (ex. Analyst, instrument ID, method, due date, etc.)
- G. The LIMS shall provide the ability to perform bi-directional instrument interfacing including sending a list of samples to be tested to the instrument, receiving the results, performing calculations and reviewing the data. Each instrument shall be uniquely identified in the LIMS. The LIMS shall be able to receive and process analytical and quality control results directly from instruments which produce final results.
- H. The LIMS shall have the ability to perform calculations for certain test results based on parameters specified.
- I. The LIMS shall have the ability for authorized users to modify or delete data.
- J. The LIMS shall provide for the entry of test results in multiple formats - all results from one test on many samples, all results from many tests performed on one sample.
- K. There shall be the ability to have multiple sets of limits (permit, reporting, method detection, etc.) for each test component with different actions for each limit.
 - 1. Possible actions include - notify with a message when limit violated, flag data when limit violated, reject if out of range, etc.
- L. Shall have the ability to support multiple test result types - numeric, alpha-numeric, text comments, etc. Shall also have the ability to cut and paste as well as fill down and/or across fields for result entry. A test comment field in addition to the analytical result field is required.
- M. Shall have the ability to specify the result format required - decimal places, significant figures, rounding rules, etc.
- N. Test data shall have associated results limits. The LIMS shall allow user to enter regulatory limits such as MDL, RDL, MCL, and associate sets of limits with each sample. The limits should also have effective dates associated with them.
- O. Shall have a data qualifier field. Preferred that it will be automatically assigned to the sample result based on user specified criteria. Example 0 result between MDL and RDL is reported with an I data qualifier.
- P. The LIMS shall be able to identify and capture data concerning which analyst performed the test, which user entered the results and which user approved the results.

- Q. The LIMS shall maintain an audit trail for any results that are changed showing which user made the change, what the original data results was and a reason for the change.
- R. The LIMS shall have the ability to create and record QC samples such as spikes, duplicates, calibration standards, blanks, etc. It shall also have the ability to store reagent and standard preparation information, including expiration dates. Any out of date reagents or standards shall be flagged.
- S. The creation of a bench sheet shall be available by user or by batch. It shall include, but not be limited to, method identification, description of analysis, instrument ID, sample ID, sample location, sample data, analysis date and time, analyst and quality control samples.

8. Tracking

- A. The LIMS shall have the capability to customize chain of custody forms and store them electronically.
- B. The LIMS shall have the ability to track samples based on criteria such as priority, project, method, etc.
- C. The LIMS shall have the ability to track sample disposal information including who and when.
- D. The LIMS shall have the ability to track all details of the sample from collection to disposal.
- E. The LIMS shall have the ability to track methods (analytical and prep) used for each sample and have the ability to associate this information to each sample in a batch.
- F. The LIMS shall have the ability to identify work performed by subcontractors with their name and accreditation number. This information must be present on the final report.
- G. The LIMS should have the ability to maintain an inventory of chemicals, standards, etc. The information stored should include manufacturer, lot number, volume, storage, expiration date, etc. The ability to flag items which need to be reordered due to low quantity or nearing the expiration date is preferred.

9. Status Monitoring

- A. The LIMS shall provide methods for monitoring sample status throughout the sample life cycle. Sample status codes shall automatically be assigned and updated by the system.
- B. Sample status codes/notifications shall include, at a minimum:
 - 1. Tests in progress
 - 2. All assigned tests completed
 - 3. Results have been reviewed and verified
 - 4. Management has reviewed and approved data, ready to report
- C. Test Status codes/notifications shall include, at a minimum:
 - 1. Test has been assigned to a bench sheet and is in progress
 - 2. Test is complete and results have been entered
 - 3. Test results have been reviewed and are ready to be reported
 - 4. Test results have exceeded specified limits
 - 5. A re-test has been scheduled

10. Quality Control/Validation/Reporting

- A. The validation of all data shall be completed by the LIMS immediately after data entry so that warnings and issues are indicated to users as soon as possible.
- B. The LIMS shall have multiple levels of data review.
- C. The LIMS shall have the ability to perform trend analysis. The ability to view historical data at the time of data entry is preferred.
- D. The LIMS shall have the ability to perform QC calculations such as % recovery, RPD, etc.
- E. The LIMS shall have the ability to link QC results to associated sample/batch results and be included as part of the final report.
- F. The LIMS shall have the ability to generate precision and accuracy data from replicates and QC standards. The ability to generate QC Control Charts is preferred. Control limits should be able to be defined by test, user or instrument.
- G. The LIMS shall have the ability to automatically trigger the generation of the final report once all results are approved/validated. There shall be multiple reports formats available to the user. Reports should be able to be e-mailed (pdf) from within the LIMS application and saved as a pdf.
- H. LIMS reports shall have a unique identifier and shall include the total number of pages on the first page of the report with subsequent pages identified with consecutive numbers and the unique identifier. Reports shall also include, at a minimum: Laboratory name, accreditation number, phone number and contact information.
- I. The report shall indicate subcontractor name and accreditation number where applicable.
- J. The LIMS shall have the ability to prepare various edd reports, one of which must be compatible with the ADaPT program. STORET/WIN are preferred edds as well.
- K. The LIMS shall have an audit trail that will track, at a minimum: identification of the record/sample, user making the change, date and time of change, original and adjusted values. It will not be possible to disable or alter the audit trail. The system administrator shall have the ability to configure the level of auditing required. The audit trail shall be able to be archived.
- L. The LIMS shall have the ability to prepare various management reports which include, at a minimum:
 - 1. Number of samples received for a user specified time frame
 - 2. Number of analysis performed by user for a user specified time frame
 - 3. Number of samples logged in by user for a user specified time frame
 - 4. Test results out of limits report
 - 5. Turnaround time report
 - 6. User definable reports and a query function for custom reports
- M. Users shall be able to create an ad-hoc query without the need for a detailed understanding of programming techniques to quickly retrieve data from the LIMS. The query function shall provide for efficient retrieval of sample data based on sample ID, location, analyst name, date received, test method, sample type and/or sample status.

11. Web-Based application/other functionality

- A. The system shall provide a mechanism to allow users to log in samples from a remote location using web technology. The remote interface should closely mirror the actual LIMS database system. (internet connection and field tablet to be provided by Lake County)
- B. The system shall provide the ability for laboratory customers to view sample status for their samples and will allow for users to print reports from a remote location using web technology. Remote reports shall also have the ability to include QC data with the sample results.
- C. Preferred items in the LIMS system include: chemical inventory function, personnel training records, instrument calibration/repair/maintenance functions.

12. Installation

- A. The selected LIMS vendor shall provide installation and startup services including populating LIMS tables with the laboratory static data, which will be provided to the vendor by the laboratory. The selected vendor will assist County IT staff with loading the required software on the LIMS server, client workstations and instrument PCs.
- B. Complete hard and soft copy documentation of the LIMS application software and the instrument interfaces shall be provided to the County at the time of installation. This includes users and reference manuals.

13. Training

- A. The selected LIMS vendor shall provide training for laboratory staff on the use of the software. The training shall include end-users as well as additional training for the LIMS administrator. End-user training shall include overall use and operation of the LIMS software. LIMS administrator training shall include administration tasks, software functions and computer security. The admin training shall also include system back-up and reload procedures and file management utilities.
- B. Initial training shall be conducted on-site at the laboratory. Any follow-up training shall also be performed on-site at the laboratory.
- C. The selected LIMS vendor shall provide instructional material to be used during the training.
- D. The selected LIMS vendor shall coordinate the training dates with the laboratory.

14. Product Support

- A. The selected vendor shall provide support for all software included under this contract.
- B. One year of support shall be provided under this contract. The support agreement shall be renewable on an annual contract basis.
- C. The selected vendor shall have the capability to provide remote diagnostics by the ability to view and access the client's workstation (i.e.. GoToMeeting or other similar service).
- D. Free product upgrades shall be automatically provided to the County as long as there is a current maintenance agreement in effect. Any supporting documentation for the upgrades shall be supplied at no additional cost.

- E. Functional fixes to the software shall be provided as they are released at no extra cost. Supporting documentation for software reflecting modifications shall be supplied, when necessary, at no extra cost.
- F. Software feature updates should be available for download from the vendor. Upgrades should pull in any new features that were added by the laboratory, without overwriting them.

15. Training, License, and Equipment Functionality and Data Conversion Requirements

- A. The Contractor shall provide remote training/ on-site training for end users and administrators) for an anticipated number of 3 end users and 2 administrators.
- B. The Contractor shall provide, as part of its costs, an itemized breakdown of all licenses required for 3 users. Contractor shall specify if license is for concurrent users or named users.
- C. The Contractor shall provide hardware and equipment products required by the County including equipment description and minimum quantity required.
- D. Static information such as sample locations and client information shall be provided by Lake County in an excel format so that it may be incorporated into the new LIMS system. Lake County is not planning on migrating any historical sample data results from their existing LIMS to the new LIMS.

16. Service, Support, Maintenance and Warranty Requirements

- A. During the warranty or maintenance period Contractor shall provide technical support services for a minimum 8:00 to 5:00 PM Eastern Time, Monday through Friday.
- B. During the warranty or maintenance period Contractor shall maintain a toll free contact phone number at which Contractor shall accept emergency calls.
- C. During the warranty or maintenance period Contractor shall initiate corrective action to resolve all problems within twenty-four (24) hours; all problems include, but are not limited to, material and/or frequent errors or defects.
- D. During the warranty or maintenance period Contractor shall initiate a response by telephone to the County Project Manager within four (4) hours of the time recorded on the initial request for service by County of a critical problem.
- E. During the warranty or maintenance period Contractor shall initiate a response by telephone to the County Project Manager within eight (8) hours of the time recorded on the initial request for service by County of a non-critical problem.
- F. During the warranty or maintenance period Contractor shall provide ongoing application support through a maintenance or service agreement.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer’s firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be born by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance

under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

RFP TITLE: LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this RFP:
Addendum #1, Dated: _____
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Part II:
<input type="checkbox"/> No Addendum was received in connection with this RFP.

PRICING SCHEDULE

See Attachment 2.

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: _____

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☐ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____
 Signature of authorized County official: _____ Date: _____
 Printed name: _____ Title: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Functional Requirements

Attachment 2: Price Page

Attachment 3: Reference Form

Attachment 4: Firm Profile Form

ATTACHMENT 3 – REFERENCE FORM

Provide three (3) or more references of the same or similar magnitude to this solicitation request where the proposed product and services have been used within the past three (3) years. List no more than ten (10) projects. (This form may be reproduced.)

<u>Company Name, Address & Location</u>	<u>Contact Person:</u>
	<u>Title:</u>
	<u>Telephone Number:</u>
Completion Date (Actual or Estimated) _____	<u>Email Address:</u>
Project Cost: \$ _____	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	

ATTACHMENT 4 – FIRM PROFILE FORM

1. Bidder Name & Address:	1d. Licensed to do business in the State of Florida? ____ Yes ____ No
	1e. Name, Title & Telephone Number of Principal to Contact
1a. FEIN # _____	1f. Address of office to perform work, if different from Item 1
1b. Year Firm was established _____ 1c. Are you a "Not for Profit" 501(c)(3) organization? Yes ____ No ____ If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.	
3. The foregoing is a statement of facts. Signature: _____ Date: _____ _____ (Typed or Printed Name) (Title)	